

THIRD
MODIFICATION AND AMENDMENT OF LEASE

Agreement entered into this 9th day of October, 1964, by and between BOSTON REDEVELOPMENT AUTHORITY a public body politic and corporate duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the Landlord, and BACK BAY TOWERS INC., a Massachusetts corporation organized and existing under the provisions of Chapter 121A of the General Laws of said Commonwealth, hereinafter referred to as the Tenant.

Whereas, the Landlord and the Tenant entered into an Indenture of Lease dated January 22, 1964, covering certain premises therein described and located in Boston, Massachusetts; and,

Whereas, the parties hereto mutually desire to modify and amend certain provisions of said Indenture of Lease;

NOW THEREFORE, it is mutually and severally agreed by the Landlord and the Tenant as follows:

1. To delete from the description of the demised premises as set forth in Schedule A thereto attached, that portion of said description beginning with paragraph three thereof, to wit: "Together with another parcel shown on the aforementioned plan as Parcel 3A being more particularly bounded and described as follows", and all thereafter appearing in said Schedule A.

2. To delete from line six of Section 1 of Article I, which Article is entitled "Term and Rental", the word "final"

and to insert in lieu thereof the word "initial".

BOSTON REDEVELOPMENT AUTHORITY

By Raul S. Iruani

Title: Executive Director

Attest:

Anne Carroll
Asst Secretary

Approved as to Form:

John C. Conley
GENERAL COUNSEL

BACK BAY TOWERS INC.

By Fredrick S. [Signature]
Title: Pres. Vice Pres.



THIS INDENTURE OF LEASE entered into this 9th day of
October, 1964, by and between BOSTON REDEVELOPMENT
AUTHORITY, a public body politic and corporate, duly organized and
existing under the laws of the Commonwealth of Massachusetts, hereinafter
referred to as "the Landlord", and BACK BAY TOWERS INC., a
Massachusetts corporation organized under the provisions of
Chapter 121A of the General Laws of said Commonwealth, hereinafter
referred to as "the Tenant":

W I T N E S S E T H T H A T:

The Landlord, for and in consideration of the rents, covenants
and agreements hereinafter reserved and contained, on the part of the
Tenant, its successors and assigns, to be paid, kept and performed,
has demised and leased, and by these presents does demise and lease,
unto the Tenant, and the Tenant does hereby take and hire the real
property in Boston, Massachusetts, described in Schedule A attached
hereto, subject to all of the terms and conditions set forth in a
certain Indenture of Lease entered into by and between the parties
hereto on January 22, 1964, which Indenture of Lease is herein incorporated
by reference and made a part of this agreement, provided however,
that during the term hereof, the Tenant shall have no independent
obligation to pay rent on the property hereby demised so long as the
said Lease between the parties hereinbefore incorporated as it pertains
to Parcel 3 as shown on a plan referred to in Schedule A hereof, is in
full force and effect but it is hereby expressly agreed that any

default by the Tenant of the terms and conditions of said
incorporated Indenture of Lease as it pertains to said Parcel 3
shall ipso facto constitute a default and breach of the within lease.

BOSTON REDEVELOPMENT AUTHORITY

By Karey J. Simonian
Title: Executive Director

Attest:

Anne Carroll
Asst Secretary

Approved as to form:

John C. Conley
General Counsel

BACK BAY TOWERS INC.

By Frederick K. Whelan
Title: Asst. Vicepres.



SCHEDULE A

A certain parcel of land shown as Parcel No. 3A on a plan entitled "Boston Redevelopment Authority, Whitney Redevelopment Area, Land Disposition Plan, by Henry F. Bryant & Son, Inc., Engineers, dated August 25, 1960", being more particularly bounded and described as follows:

Beginning at a point at the North Easterly corner of the intersection of Tremont Street and St. Alphonsus Street in the City of Boston; thence N $63^{\circ} 51' 57''$ W 80.51 feet; thence by a curved line having a radius of 40 feet curving to the right an arc distance of 63.34 feet; thence N $25^{\circ} 24' 08''$ E 269.18 feet; thence S $64^{\circ} 35' 52''$ E 40 feet; thence S $25^{\circ} 24' 08''$ W 310.20 feet to the point and place of beginning; being shown as Parcel 3A on the aforementioned plan containing 12,398 square feet.

Said parcel 3A is subject to an easement and right of way in favor of Boston Redevelopment Authority and/or the City of Boston for the purpose of travel and the installation of utilities therein, the same to be used for the purpose for which the public ways are commonly used for vehicle and pedestrian travel in the City of Boston.

